594

Advertiser Ref

# CONTRACT

**WMTW** 4 Ledgeview Drive Westbrook, ME 04092 (207)775-1800

www.wmtw.com

And:

Buying Time, LLC. 650 Massachusetts Ave NW Ste 210 Washington, DC 20001

	Contract / D				
	Contract / Re	evision	1	Alt Order	#
	1535271	1	:	25328140	)
Product					
Cain/D/Cong ME02					
Contract Dates	Estimate #		T		
10/25/16 - 10/31/16	4947				
Advertiser			Orig	inal Date	/ Revision
Cain/D/Congress				/27/16	/ 10/27/16
The state of the s	Billing Cycle	Billing	Caler	ndar	Cash/Trade
	EOM/EOC	Broado			Cash
	Property	Accour	nt Exe	ecutive	Sales Office
	WMTW		th Th	ompson	Eagle-Washing
	Special Handl	ling			
	Demographic				
	Demographic				
	Adults 35+				
}	Agy Code	Advertis	ser Co	ode	Product 1/2

586

Agency Ref

Unless specified on the line levels below, the Class of Time purchased is Fixed Non Pre-emptible

*Line Ch Start Date End Date Description  1 WMTW10/25/16 10/25/16 M-F 5a-6a	Start/End Time	Spots/ Days Length Week Rate	Rtn Type	e Spots	Amount
Class of Time - Immediately Pre-emptible without notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/16 -T 1	5-6a <u>Rate</u> \$100.00	:30	NM		\$100.00
2 WMTW10/26/16 10/26/16 M-F 5a-6a  Class of Time - Immediately Pre-emptible without notice  Start Date End Date Weekdays Spots/Week  Week: 10/24/16 10/30/16W 1	5-6a <u>Rate</u> \$100.00	:30	NM	1	\$100.00
3 WMTW10/27/16 10/27/16 M-F 5a-6a  Class of Time - Immediately Pre-emptible without notice  Start Date	5-6a <u>Rate</u> \$100.00	:30	NM	1	\$100.00
4 WMTW10/31/16 10/31/16 M-F 5a-6a  Class of Time - Immediately Pre-emptible without notice  Start Date End Date Weekdays Spots/Week  Week: 10/31/16 11/06/16 M 1	5-6a <u>Rate</u> \$100.00	:30	NM	1	\$100.00
5 WMTW10/25/16 10/25/16 Good Morning America Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/16 -T 1	7a-9a <u>Rate</u> \$250.00	:30	NM	1	\$250.00
6 WMTW10/26/16 10/26/16 Good Morning America  Start Date End Date Weekdays Spots/Week  Week: 10/24/16 10/30/16w 1	7a-9a <u>Rate</u> \$250.00	:30	NM	1	\$250.00
7 WMTW10/27/16 10/27/16 Good Morning America Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/16T 1	7a-9a	:30	NM	1	\$250.00
8 WMTW10/28/16 10/28/16 Good Morning America Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	\$250.00 7a-9a <u>Rate</u>	:30	NM	1	\$250.00

(\* Line Transactions: N = New, E = Edited, D = Deleted)

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Contract / Revision Alt Order # 1535271 / 25328140 Contract Dates Product Estimate # 10/25/16 - 10/31/16 Cain/D/Cong ME02 4947

Advertiser Original Date / Revision Cain/D/Congress 10/27/16 / 10/27/16

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week	Poto Dto Torre	0 .	
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Wee</u> Week: 10/24/16 10/30/16F 1	<u>k Rate</u> \$250.00	Days Length Week	Rate Rtn Type	Spots	Amount
9 WMTW10/31/16 10/31/16 Good Morning America	7a-9a	:30			200 980000 000000
Class of Time - Pre-emptible with notice		.50	NM	1	\$250.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/31/16         11/06/16         M         1	<u>Rate</u> \$250.00				
10 WMTW10/25/16 10/25/16 NEWS 8 @ 4P	4-5P	:30	NM	1	\$125.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Week: 10/24/16 10/30/16 -T 1	<u>Rate</u> \$125.00				¥120.00
11 WMTW10/26/16 10/26/16 NEWS 8 @ 4P	4-5P	:30		2	
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 10/24/16 10/30/16W 1		.50	NM	1	\$125.00
12 WMTW10/27/16 10/27/16 NEWS 8 @ 4P	4-5P	:20			
Class of Time - Pre-emptible with notice	7 01	:30	NM	1	\$125.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/24/16         10/30/16        T         1	<u>Rate</u> \$125.00				
13 WMTW10/28/16 10/28/16 NEWS 8 @ 4P	4-5P	:30	NM	1	\$125.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$125.00				¥125.50
14 WMTW10/31/16 10/31/16 NEWS 8 @ 4P	4-5P	:30	NM		0405.00
Class of Time - Pre-emptible with notice  Start Date	<u>Rate</u> \$125.00		Nivi	1	\$125.00
15 WMTW10/25/16 10/25/16 NEWS 8 @ 5P	5-6P	:30	NINA		*****
Class of Time - Immediately Pre-emptible without notice  Start Date End Date Weekdays Spots/Week  Week: 10/24/16 10/30/16 -T 1	Rate	.50	NM	1	\$225.00
16 WMTW10/26/16 10/26/16 NEWS 8 @ 5P	\$225.00 5-6P				
Class of Time - Immediately Pre-emptible without notice	5-6P	:30	NM	1	\$225.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/24/16         10/30/16        W         1	<u>Rate</u> \$225.00				
17 WMTW10/27/16 10/27/16 NEWS 8 @ 5P	5-6P	:30	NM	1	\$225.00
Class of Time - Fixed Non Pre-emptible Start Date End Date Weekdays Spots/Week	Date				\$225.00
Week: 10/24/16 10/30/16T 1	<u>Rate</u> \$225.00		- 1		
18 WMTW10/28/16 10/28/16 NEWS 8 @ 5P	5-6P	:30	NM	1	\$225.00
Class of Time - Immediately Pre-emptible without notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> Spots/Week			1,111	(I)	φ223.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/24/16         10/30/16        F         1	<u>Rate</u> \$225.00				
19 WMTW10/31/16 10/31/16 NEWS 8 @ 5P	5-6P	:30	NM	1	\$225.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week	Rate		1,,,,,		Ψ223.00
Week: 10/31/16 11/06/16 M 1	\$225.00				
20 WMTW10/26/16 10/26/16 NEWS 8 @ 6P  Start Date End Date Weekdays Spots/Week	6P-7P Rate	:30	NM	1	\$800.00

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Specified.

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Contract / Revision Alt Order # 1535271 / 25328140 Contract Dates Product Estimate # 10/25/16 - 10/31/16 Cain/D/Cong ME02 4947

Advertiser Original Date / Revision Cain/D/Congress 10/27/16 / 10/27/16

			NO SECULIAR	
*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate Rtr	Tuna Carat	
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/16w 1	Rate \$800.00	Days Length Week Rate Rin	Type Spots	Amount
21 WMTW10/27/16 10/27/16 NEWS 8 @ 6P	6P-7P	:30	NM 1	\$800.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/24/16         10/30/16        T         1	Rate \$800.00			4000.00
D 22 WMTW10/28/16 10/28/16 NEWS 8 @ 6P	6P-7P	:30	NM 0	\$0.00
23 WMTW10/31/16 10/31/16 NEWS 8 @ 6P	6P-7P	:30	NM 1	\$200.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/31/16         11/06/16         M         1	Rate \$800.00		INIVI	\$800.00
24         WMTW10/25/16         10/25/16         JEOPARDY           Start Date         End Date         Weekdays         Spots/Week           Week: 10/24/16         10/30/16         -T         1	730P-8P <u>Rate</u> \$2,000.00	:30	NM 1	\$2,000.00
25 WMTW10/26/16 10/26/16 JEOPARDY <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/16w 1	730P-8P <u>Rate</u> \$2,000.00	:30	NM 1	\$2,000.00
26 WMTW10/27/16 10/27/16 JEOPARDY <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/16T 1	730P-8P <u>Rate</u> \$2,000.00	:30	NM 1	\$2,000.00
27 WMTW10/31/16 10/31/16 JEOPARDY <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/31/16 11/06/16 M 1	730P-8P <u>Rate</u> \$2,000.00	:30	NM 1	\$2,000.00
28 WMTW10/25/16 10/25/16 WHEEL OF FORTUNE  Start Date	7P-730P <u>Rate</u> \$1,750.00	:30	NM 1	\$1,750.00
29 WMTW10/26/16 10/26/16 WHEEL OF FORTUNE  Start Date	7P-730P <u>Rate</u> \$1,750.00	:30	NM 1	\$1,750.00
30 WMTW10/27/16 10/27/16 WHEEL OF FORTUNE  Start Date	7P-730P <u>Rate</u> \$1,750.00	:30	NM 1	\$1,750.00
31 WMTW10/31/16 10/31/16 WHEEL OF FORTUNE  Start Date	7P-730P <u>Rate</u> \$1,750.00	:30	NM 1	\$1,750.00
32 WMTW10/25/16 10/25/16 LIVE WITH KELLY & MICHA  Start Date		:30	NM 1	\$260.00
33 WMTW10/27/16 10/27/16 LIVE WITH KELLY & MICHA  Start Date	9a-10a <u>Rate</u> \$260.00	:30	NM 1	\$260.00
34 WMTW10/28/16 10/28/16 LIVE WITH KELLY & MICHA	9a-10a <u>Rate</u> \$260.00	:30	NM 1	\$260.00
35 WMTW10/31/16 10/31/16 LIVE WITH KELLY & MICHA & Start Date	5.95.6.7.17/19/03/20/20/20/20/20/20	:30	NM 1	\$260.00
36 WMTW10/25/16 10/25/16 Late News	M-F 11-1135p, Sa	a- :30	NM 1	\$160.00

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Payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst Television Inc., does not discriminate in the sale of advertising time, and will accept as additional contracts.

Specified.

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Contract / Revision Alt Order # 1535271 / 25328140 **Contract Dates** Product Estimate # 10/25/16 - 10/31/16 Cain/D/Cong ME02 4947

Advertiser Original Date / Revision Cain/D/Congress 10/27/16 / 10/27/16

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week	Rate Rtn Type	Snots	A === = 4
Start Date         End Date         Weekdays         Spots/Week           Week: 10/24/16         10/30/16         -T         1	<u>Rate</u> \$160.00	2011gui VVCCIK	reace real Type	Spois	Amount
37 WMTW10/26/16 10/26/16 LATE NEWS	11P-1135P	:30	NM		0400.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/24/16         10/30/16        W         1	<u>Rate</u> \$160.00	.00	NIVI	1	\$160.00
38 WMTW10/27/16 10/27/16 LATE NEWS	11P-1135P	:30	NM	1	\$160.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/24/16         10/30/16        T         1	<u>Rate</u> \$160.00			) (2 <b>5</b> 3	\$100.00
39 WMTW10/31/16 10/31/16 Late News Start Date End Date Weekdays Spate/Week	M-F 11-1135p, Sa-	:30	NM	1	\$160.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/31/16         11/06/16         M         1	<u>Rate</u> \$160.00				¥ 100.00
40 WMTW10/25/16 10/25/16 M-F 430-5a	430-5a	:30	NM	1	\$30.00
Class of Time - Immediately Pre-emptible without notice Start Date	Rate				
Week: 10/24/16 10/30/16 -T 1 41 WMTW10/26/16 10/26/16 M-F 430-5a	\$30.00				
Class of Time - Immediately Pre-emptible without notice	430-5a	:30	NM	1	\$30.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/24/16         10/30/16        W         1	<u>Rate</u> \$30.00				
42 WMTW10/27/16 10/27/16 M-F 430-5a	430-5a	:30	NM	1	\$30.00
Class of Time - Immediately Pre-emptible without notice Start Date	Rate				Ψ30.00
Week: 10/24/16 10/30/16T 1	\$30.00				
43 WMTW10/31/16 10/31/16 M-F 430-5a Class of Time - Immediately Pre-emptible without notice	430-5a	:30	MM	1	\$30.00
Week: 10/31/16 End Date Weekdays Spots/Week	Rate				
44 WMTW10/26/16 10/26/16 STEVE HARVEY DAY	\$30.00 10-11A	:30			
Class of Time - Pre-emptible with notice	10 1111	.30	NM	1	\$60.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/24/16         10/30/16        w         1	<u>Rate</u> \$60.00		1		
	10-11A	:30	NM	1	\$60.00
Class of Time - Pre-emptible with notice Start Date	Rate				
Week: 10/24/16 10/30/16T 1 46 WMTW10/31/16 10/31/16 STEVE HARVEY DAY	\$60.00				
Class of Time - Pre-emptible with notice	10-11A	:30	NM	1	\$60.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/31/16         11/06/16         M         1	<u>Rate</u> \$60.00				
47 WMTW10/26/16 10/26/16 THE CHEW	1P-2P	:30	NM	1	\$100.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/24/16         10/30/16        w         1	<u>Rate</u> \$100.00			8.57	ψ100.00
	IP-2P	:30	NM	1	\$100.00
Week: 10/24/16 10/30/16T 1	<u>Rate</u> \$100.00				
49 WMTW10/31/16 10/31/16 THE CHEW 1 Start Date End Date Weekdays Spots/Week	P-2P	:30	NM	1	\$100.00
Week: 10/31/16 11/06/16 M 1	<u>Rate</u> \$100.00				

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Contract / Revision Alt Order # 1535271 25328140

Contract Dates Product Estimate # 10/25/16 - 10/31/16 Cain/D/Cong ME02 4947

Advertiser Original Date / Revision Cain/D/Congress 10/27/16 / 10/27/16

					West Committee of the C
*Line Ch Start Date End Date Description	Start/End	Spot	s/		
Start Data Fred Data Military	Time	Days Length Wee	k Rate Rtn Type	Spots	Amount
50 WMTW10/25/16 10/25/16 The View	11010			T	
Class of Time - Pre-emptible with notice	1058a-12p	:30	NM	1 1	\$120.00
Start Date   End Date   Weekdays   Spots/We	<u>Rate</u> \$120.00				4120.00
51 WMTW10/26/16 10/26/16 The View	1058a-12p				
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Week: 10/24/16 10/30/16W 1		:30	NM	1	\$120.00
52 WMTW10/28/16 10/28/16 The View	1058a-12p				
Class of Time - Pre-emptible with notice  Start Date	ek Rate	:30	NM	1	\$120.00
50 140 ATT 21/2 (2)	\$120.00				
Class of Time - Pre-emptible with notice	1058a-12p	:30	NM	1	\$120.00
Week: 10/31/16	<u>Rate</u> \$120.00			·	\$120.00
54 WMTW10/26/16 10/26/16 GENERAL HOSPITAL	GENERAL HOSPI	:30			
Class of Time - Pre-emptible with notice		.50	NM	1	\$200.00
Start Date         End Date         Weekdays         Spots/Wee           Week: 10/24/16         10/30/16        W         1	<u>k Rate</u> \$200.00				
55 WMTW10/27/16 10/27/16 GENERAL HOSPITAL	GENERAL HOSPI	:30	NM	1	0000.00
Class of Time - Pre-emptible with notice  Start Date	<u>Rate</u> \$200.00		NIVI	1	\$200.00
56 WMTW10/28/16 10/28/16 GENERAL HOSPITAL	GENERAL HOSPI	- 00			
Class of Time - Pre-emptible with notice	OLIVE HOSFI	:30	NM	1	\$200.00
Week: 10/24/16 10/20/16 Weekdays Spots/Week					
57.140.75	\$200.00				
57 WMTW10/31/16 10/31/16 GENERAL HOSPITAL Class of Time - Pre-emptible with notice	GENERAL HOSPI	:30	NM	1	\$200.00
Start Date End Date Weekdays Spots AMOOK	Dete		4	•	Ψ200.00
Week: 10/31/16 11/06/16 M 1	Rate \$200.00				
58 WMTW10/25/16 10/25/16 NEWS 8 @ 5P	5-6P	:30			
Week: 10/24/16 End Date 10/30/16 Weekdays Spots/Week	The same of the sa	.50	NM	1	\$460.00
59 WMTW10/26/16 10/26/16 NEWS 8 @ 5P	\$460.00				
Start Date End Date Weekdays Spots/Week	5-6P	:30	NM	1	\$460.00
Week: 10/24/16 10/30/16W 1	<u>Rate</u> \$460.00				¥ 100.00
60 WMTW10/27/16 10/27/16 NEWS 8 @ 5P	5-6P	.20			
Start Date Week: 10/24/16 End Date Weekdays Spots/Week	Rate	:30	NM	1	\$460.00
	\$460.00				
61 WMTW10/31/16 10/31/16 NEWS 8 @ 5P  Start Date End Date Weekdays Spots/Week	5-6P	:30	NM	1	\$460.00
Week: 10/31/16 11/06/16 M 1	<u>Rate</u> \$460.00			1140	
62 WMTW10/29/16 10/29/16 Sat/Sun 5a-8a News	5a-8a	:30		20	
Class of Time - Pre-emptible with notice	violan(16-7-0-75)	.30	NM	1	\$190.00
Start Date End Date Weekdays Spots/Week	Rate				

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www.wmtw.com

WMTW 4 Ledgeview Drive Westbrook, ME 04092 (207)775-1800

	Contract / Revision 1535271 /	Alt Order # 25328140	
Contract Dates 10/25/16 - 10/31/16	Product Cain/D/Cong ME02	Estimate #	

Advertiser Original Date / Revision Cain/D/Congress 10/27/16 / 10/27/16

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate Rtn 1	Tuma Carata	
Start Date         End Date         Weekdays         Spots/Week           Week: 10/24/16         10/30/16        S-         1	Rate \$190.00	Days Length Week Rate Rtn 1	ype Spots	Amount
63 WMTW10/30/16 10/30/16 Sat/Sun 5a-8a News Class of Time - Pre-emptible with notice	5a-8a	:30	NM 1	\$190.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/24/16         10/30/16        S         1	<u>Rate</u> \$190.00			
64 WMTW10/29/16 10/29/16 Sat/Sun 5a-8a News Class of Time - Pre-emptible with notice	5a-8a	:30	NM 1	\$300.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/24/16         10/30/16        5-         1	<u>Rate</u> \$300.00			
65 WMTW10/30/16 10/30/16 Sat/Sun 5a-8a News Class of Time - Pre-emptible with notice	5a-8a	:30	NM 1	\$300.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/24/16         10/30/16        S         1	<u>Rate</u> \$300.00			
66 WMTW10/30/16 10/30/16 Weekend GMA <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/16S 1	8a-9a <u>Rate</u> \$600.00	:30 N	NM 1	\$600.00
67 WMTW10/29/16 10/29/16 Weekend GMA  Start Date End Date Weekdays Spots/Week  Week: 10/24/16 10/30/16S- 1	8a-9a <u>Rate</u> \$600.00	:30 N	IM 1	\$600.00
		Totals 0.00	66	\$28,380.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
09/26/16 -10/30/16	51	\$21,740.00	(\$3,261.00)	\$18,479.00
10/31/16 -10/31/16	15	\$6,640.00	(\$996.00)	\$5,644.00
Totals	66	\$28,380.00	(\$4,257.00)	\$24,123.00

Signature:	Date:
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Hearst Television Inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the

## HEARST TELEVISION INC. TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity contracting to purchase Advertising on its own behalf ("Advertiser"), or on behalf of the advertiser named on the face of the advertising purchase contract or media order ("Agency"), (collectively known as "Purchaser") and the station accepting this contract ("Station") hereby agree that the advertising purchase contract, or media order, shall be governed by the conditions and terms set forth below. Advertising shall encompass the purchase of advertising time, sponsorships, program content and/or other services ("Ads") distributed by Station through either a broadcast signal or the retransmission or other distribution of a broadcast signal ("collectively known as "Distribution"). Digital Advertising will be governed by Hearst Television's Digital Terms and Conditions which can be found at www.hearsttelevision.com/for\_advertisers and incorporated here.

#### 1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following Distribution hereunder, bill Purchaser at the address listed on the purchase contact or media order. Payment shall be made in advance of Distribution unless credit arrangements acceptable to Station have previously been made in writing, in which event payment shall be made no later than 30 days after receipt by Purchaser of Station invoice. Station reserves the right to cancel credit arrangements at any time with or without notice for whatever reason. Purchaser agrees to notify Advertiser of the terms and conditions herein immediately.
- (b) Purchaser is acting as agent for a disclosed principal (i.e., the Advertiser named on the purchase contract or media order) and Purchaser (unless otherwise specified in writing) will act as agent for making payment on all invoiced amounts hereunder. This stipulation cannot be amended without prior written authorization from the station. Purchaser and Advertiser shall be jointly liable for the payment of sums due hereunder, but Station agrees to look initially to Purchaser for the payment of sums due hereunder, unless Purchaser fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to Purchaser on all unpaid billings for services rendered including all applicable taxes by Station hereunder (excluding advertising agency commissions). If Station has not received payment from Purchaser within 60 days from the due date of the invoice, Station may consider the invoice to be delinquent and may invoice or contact the Advertiser directly for payment after notifying the Purchaser of its intention. Nothing herein contained relating to the payment of invoiced amounts by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If the purchase contract or media order is with a media buying service, all references herein to Purchaser shall apply to the media buying service.

#### 2. TERMINATION

- (a) Unless otherwise specified in writing, either party may terminate a purchase contract or media order, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Purchaser, termination shall not be effective until after two (2) weeks of Distribution hereunder. If Purchaser so terminates this contract, it shall pay Station at the earned rate for all Ads pursuant to the purchase contract or media order through the effective date of termination.
- (b) Station may, upon notice to Purchaser, terminate the purchase contract or media order at any time; (i) upon material breach by Purchaser; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Purchaser's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Purchaser's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Purchaser may, upon notice to Station, terminate the purchase contract or media order at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual non-cancellable out-of-pocket costs necessarily incurred by Purchaser in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Purchaser gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### 3. OMISSION OF DISTRIBUTION

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to distribute any or all of the Ads, announcement(s) or programs to be distributed hereunder, Station shall not be in breach hereof, but Purchaser shall be entitled to an adjustment as follows: (i) if no part of a scheduled Distribution is made, a later Distribution shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted Distribution shall be waived; (ii) if a material part, but not all, of a scheduled is omitted, a later Distribution shall be made at a reasonable substitute date and time. The foregoing shall not deprive Purchaser of the benefit of any discounts which it would have earned hereunder if the Distribution had been made in its entirety.

#### 4. PREEMPTIONS

Station shall have the right to cancel any Ads or portion thereof covered by the purchase contract or media order in order to distribute any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Purchaser of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the Distribution so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Purchaser will not have to pay Station any charges allocable to the canceled Distribution.

#### 5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a pre-emptible) rate, and it is so indicated on the face of the contract or media order, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, Purchaser shall be accorded another Distribution at a reasonably satisfactory substitute date and time, at no additional

### 6. PURCHASER MATERIAL

All commercial materials (if so specified on the face of the purchase contract or media order, all program materials, including talent) shall be furnished by Purchaser and delivered to Station at Purchaser's sole cost and expense. Purchaser shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of Distribution. All materials furnished by Purchaser (i) shall not be contrary to the public interest, (ii) shall conform to the station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to communications from others.

If Purchaser requests within 30 days of last Distribution hereunder, Station will, at Purchaser's expense, return Purchaser material to Purchaser. If Purchaser does not so request, Station has the right to dispose of all Purchaser material any time after 60 days following the last Distribution hereunder.

Purchaser and/or Advertiser, represent that the commercial materials provided shall (i) not infringe the copyright, ownership or authorship of any third party; (ii) be free and clear for Distribution without obtaining any further consents or approvals; and (iii) not be defamatory, libelous, pornographic, obscene or otherwise unlawful. In addition, Advertiser shall represent it has a reasonable basis for all claims made within the Ads, possesses appropriate documentation to substantiate such claims, and it has sole right, title, interest or permission to make use of the names, logos and/or trademarks used in the Ads.

#### 7. INDEMNIFICATION

Purchaser hereby represents and warrants to Station that Station and its licensees have the right to distribute the Ads and all commercial materials without infringing or violating the rights of any party or violation of any law, rule or regulation. Purchaser agrees, at its or their own expense, to indemnify, defend and hold harmless Station, its licensees, and its and their parent companies, employees, officers, directors, representatives, agents and affiliates, from and against any and all claims (including but not limited to, claims of trademark or copyright infringement, libel, defamation, false, deceptive or misleading advertising or sales practices), demands, suits, actions, proceedings, damages, losses, costs and expenses (including reasonable attorneys' fees and costs) matter or thing contained in any Ad, and/or (c) any material of Purchaser in which viewers or users can link through any Ad. Advertiser and Purchaser shall be agent, to bind Advertiser to these Terms and Conditions and the purchase contract or media order. The provisions of this Paragraph 7 shall survive the expiration or termination of these Terms and Conditions and any purchase contract or media order.

# 8. CONSEQUENTIAL DAMAGES

STATION SHALL NOT BE LIABLE TO THE ADVERTISER, ITS PURCHASER OR ANY THIRD PARTY UNDER OR IN RELATION TO THESE TERMS OR ANY PURCHASE CONTRACT OR MEDIA ORDER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE, UNDER POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL STATION'S LIABILITY UNDER OR IN RELATION TO THESE ANY THEORY OF LAW OR EQUITY, AND WHETHER OR NOT STATION HAS BEEN ADVISED OF THE TERMS OR ANY INSERTION ORDER EXCEED THE FEES ACTUALLY PAID TO STATION FOR THE ADVERTISEMENT GIVING RISE TO SUCH LIABILITY.

### 9. GENERAL

- (a) Station will distribute the Ads, announcements and programs covered by the purchase contract or media order on the dates and at the approximate Distribution periods provided on the face hereof.
- (b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial materials and other property furnished by the Agency in connection with Distributions hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with Distribution except after its prior approval.
- (c) Interest charges and reasonable collection fees may be applied to past due amounts at the rate of 1.5 percent per month (or less, the maximum lawful interest rate) beginning on the 61st day.
- (d) Purchaser shall not assign this contract. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for Distributions thereafter. Station is not required to distribute hereunder for the benefit of any person other than Advertiser, or a product or service other than that named on the face hereof.
- (e) The purchase contract or media order contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall provision.

For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.